



MOTOROLA SOLUTIONS

CITY OF CHANDLER, AZ

SUBSCRIBER RADIOS AND DEVICE MANAGEMENT

OCTOBER 22, 2020

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved. PS-0000XXXXX

Motorola Solutions, Inc.
3332 E. Broadway Road
Phoenix, AZ 85040

October 22, 2020

City of Chandler Police Department
Michelle Potts
250 E Chicago St.
Chandler, AZ 85225

RE: Mobile Radios with installation and Radio Manager

Dear Michelle Potts:

Motorola Solutions, Inc. ("Motorola") appreciates the opportunity to provide the City of Chandler Police Department with this proposal for Mobile Radios and Radio Manager system. This project will be deployed in two separate Phases with corresponding deliveries and installation. As the industry's premier supplier of radio communications solutions, Motorola possesses many unique capabilities. Our state-of-the-art technology and successful deployment history allow us to provide effective solutions to your complex business problems while contributing to your organizational productivity and effectiveness.

This proposal is subject to the terms and conditions of the Arizona State Contract # CTR046830 ("Contract") and attached supplemental Subscription Services Agreement. The City of Chandler Police may accept this proposal by issuing a Purchase Order referencing this proposal and returning it to Motorola. This proposal and the included pricing discounts expire on December 18, 2020.

Motorola would be pleased to address any concerns that City of Chandler may have regarding this proposal. Any questions can be directed to Walter Whately, Sr. Account Manager, at 520-457- 8604, or by email at walter.whately@motorolasolutions.com.

Sincerely,
MOTOROLA SOLUTIONS, INC.



Carrie Hemmen
MSSSI Vice President & Director Sales

TABLE OF CONTENTS

Section 1

APX Subscribers.....	1-1
1.1 Project 25 (P25) User Radios	1-1
1.1.1 APX 6500 Mobile Radios	1-3

Section 2

Equipment List.....	2-1
2.1 Phase I Equipment	2-1
2.1.1 APX6500 O5 Remote Mount	2-1
2.2 Phase II Equipment	2-2
2.2.1 APX6500 O5 Remote Mount	2-2
2.2.2 APX6500 O3.....	2-2
2.2.3 APX6500 O5 Dash Mount.....	2-3
2.2.4 APX6500 Motorcycle	2-3

Section 3

Subscriber Services	3-1
---------------------------	-----

Section 4

Device Management Service Offer	4-1
4.1 Overview	4-1
4.2 Radio Management Software Licensing	4-1
4.2.1 Radio Management Hosting	4-2
4.2.2 MyView Portal.....	4-2
4.3 Radio Management Technical Support.....	4-2
4.4 Radio Management Training.....	4-2

Section 5

Statement of Work For Device Management Services - Advanced	5-1
5.1 Overview	5-1
5.2 Hosted Radio Management	5-1
5.2.1 Scope	5-1
5.2.2 Motorola Solutions Responsibilities	5-1
5.2.3 Limitations and Exclusions.....	5-2
5.2.4 Customer Responsibilities	5-2
5.2.5 MyView Portal Access	5-3
5.2.5.1 Motorola Solutions Responsibilities.....	5-3
5.2.5.2 Customer Responsibilities.....	5-3
5.3 Radio Management Technical Support.....	5-3
5.3.1 Scope	5-3

5.3.2	Motorola Solutions Responsibilities	5-4
5.3.3	Limitations and Exclusions.....	5-4
5.3.4	Customer Responsibilities	5-4
5.4	Radio Management Training.....	5-4
5.4.1	Motorola Solutions Responsibilities	5-4
5.4.2	Customer Responsibilities	5-4

Section 6

DMS OTAP & WiFi Support	6-1
6.1 Motorola Solutions Roles & Responsibilities: OTAP & WiFi	6-1
6.2 Customer Roles & Responsibilities: OTAP & WiFi	6-1
6.3 Motorola Solutions Limitations: OTAP & WiFi	6-2

Section 7

Training.....	7-1
7.1 Proposed Training for the CITY OF Chandler	7-1
7.1.1 Radio Management & APX CPS – Motorola Facility	7-1
7.1.2 Course Descriptions for the City of Chandler	7-1
7.1.2.1 APX Radio Management Workshop.....	7-2

Section 8

Pricing Summary	8-1
8.1 Payment Terms	8-2

Section 9

Contractual Documentation.....	9-1
--------------------------------	-----

SECTION 1

APX SUBSCRIBERS

Motorola Solutions Inc. (“Motorola”) is proposing a combination of P25 subscriber radios, installation services and Motorola Device Management Services to the City of Chandler, AZ (“Chandler”).

The delivery of equipment and services will be broken into two phases. Phase I will consist of an initial delivery of radios as designated in the included equipment list. Phase II will consist of the delivery of the remaining radios as designated in the included equipment list along with installation and device management services for all radios included in the project. Phase I does not include any services.

1.1 PROJECT 25 (P25) USER RADIOS

The APX line of Project 25 (P25) two-way radios (portable and mobile) delivers exceptional performance by combining advanced voice and data technology with legendary Motorola Solutions quality. To develop the APX platform, Motorola Solutions’ product engineers met with personnel from public safety and law enforcement agencies to identify and design the specific functionality essential for mission critical communications. Through that research and collaboration, every feature and function in APX portable and mobile radios has been designed with its users in mind—from its rugged, easy-to-operate form factor to the loudest, clearest audio (see the figure below).



Figure 1-1: APX Series of P25 Two-Way Radios – Motorola Solutions offers a variety of APX radios.

Motorola Solutions’ IP-enabled APX radios offer a full array of sophisticated features and progressive technology, and are the most sophisticated interoperable and rugged two-way radios on the market. Every APX radio includes the following advanced software, hardware, and future-ready technology:

- Support for Project 25 and Legacy Infrastructures – All APX radios are compatible with the Project 25 (P25) Phase 1 and Phase 2 standards for analog and digital trunking, and support the P25 interoperability features from both Motorola Solutions

and other manufacturers. They also operate on analog conventional, Project 25 conventional, and Project 25 trunking systems, as well as systems using Motorola Solutions Project 16 analog trunking, SMARTNET, and SmartZone technologies.

- **Extreme Audio Profiles for Chaotic, High-Noise Environments** – APX two-way radios possess intelligent dual-microphone noise reduction software and the latest AMBE vocoder technology used for audio to dynamically adjust for rapidly changing, high-noise environments. When combined with the microphones and speakers in our APX portables and control heads, these components and software enable the loudest, clearest two-way radio audio available.
- **Intuitive Audio-Visual Signaling to Increase Personnel Safety** – Every APX radio includes auditory and visual alerts to improve user awareness and reduce response time. Digital Tone Signaling instantly alerts on/off duty responders of emergency events. Intelligent Lighting uses color alerts to notify users of the radio mode, potential emergencies, or specific events. These audio-visual alerting mechanisms can be configured on both a radio and a fleet basis, enabling each user and agency to customize audio, lighting, and tone alerts to meet their needs in specific work conditions.
- **Functions to Enable Easy Operation** – The APX platform includes features to allow personnel to communicate quickly and easily in the midst of chaotic situations and extreme environments. Each radio can be configured to announce channels, talkgroups, and zones while the user navigates through the radio's available options—saving valuable time and eliminating the need for the user to look at the radio while operating it. All information associated with each contact in the radio can be consolidated into one unified call list, reducing the time needed to navigate the radio's software.
- **Easy Radio Programming** – The APX platform includes easy-to-use customer Programming Software (CPS), a Windows-based application with drag-and-drop, clone wizard, and programming over IP capabilities. This software drastically decreases the time needed to configure and update radio programming, and simplifies the addition of new software and future enhancements. All APX radios can be configured with Motorola Solutions' Programming over P25 (POP25) over-the-air programming functionality, which enables radios to be programmed over the air via the ASTRO 25 system while remaining in the field without needing to be brought in from the field. POP25 functionality reduces the time, effort, and costs needed to update radio functionality by allowing radios' configuration to be accessed and updated over the air.
- **Rugged and Robust Testing Standards** – APX radios undergo testing for extreme conditions and physical treatment to ensure that they will remain operational for years of wear and tear in the field. These tests include temperature shock, temperature cycling, drop, display impact, vibration, blowing rain, dust, salt fog, UV exposure, and Electro-Static discharge (ESD). The basic test procedures replicate those conducted by the military for field equipment, and APX radios exceed the applicable Military Specification 810 C, D, E, F, and G. Motorola Solutions has supplemented the MIL-STD testing process with an internal testing process that reuses the same test unit for all environmental tests, rather than testing a new unit each time. This ensures that the radios perform to specification regardless of the amount and type of abuse they receive.

1.1.1 APX 6500 Mobile Radios

The proposed solution includes 226 APX 6500 mobile radios as follows:

- 05 Control Head (remote mount) - Quantity 182
- 05 Control Head (remote mount) – Quantity 6
- 05 Control Head – (dash mount) Quantity 18
- 05 Motorcycle - Quantity 20
 - 700/800MHz only for RWC (P25 CAI, TDMA, HW Key, AES, Multikey with OTAR, etc.)
 - 5 Year Essential Service (SFS Lite)



SECTION 2

EQUIPMENT LIST

2.1 PHASE I EQUIPMENT

2.1.1 APX6500 O5 Remote Mount

QTY	NOMENCLATURE	DESCRIPTION
138	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE
138	G628AD	INT: REMOTE MOUNT CABLE 17 FT APX
138	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA
138	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING
138	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC
138	GA00250AA	ADD: WIFI/GNSS STUBBY ANTENNA LMR240
138	GA00580AA	ADD: TDMA OPERATION
138	G51AU	ENH: SMARTZONE OPERATION APX6500
138	G67DT	ADD: REMOTE MOUNT E5 APXM
138	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY
138	GA09001AA	ADD: WI-FI CAPABILITY
138	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX
138	G843AH	ADD: AES ENCRYPTION AND ADP
138	G444AH	ADD: APX CONTROL HEAD SOFTWARE
138	G806BL	ENH: ASTRO DIGITAL CAI OP APX
138	GA01670AA	ADD: APX E5 CONTROL HEAD
138	W22BA	ADD: STD PALM MICROPHONE APX
138	G361AH	ENH: P25 TRUNKING SOFTWARE APX
138	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870

2.2 PHASE II EQUIPMENT

2.2.1 APX6500 O5 Remote Mount

QTY	NOMENCLATURE	DESCRIPTION
44	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE
44	G628AD	INT: REMOTE MOUNT CABLE 17 FT APX
44	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA
44	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING
44	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC
44	GA00250AA	ADD: WIFI/GNSS STUBBY ANTENNA LMR240
44	GA00580AA	ADD: TDMA OPERATION
44	G51AU	ENH: SMARTZONE OPERATION APX6500
44	G67DT	ADD: REMOTE MOUNT E5 APXM
44	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY
44	GA09001AA	ADD: WI-FI CAPABILITY
44	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX
44	G843AH	ADD: AES ENCRYPTION AND ADP
44	G444AH	ADD: APX CONTROL HEAD SOFTWARE
44	G806BL	ENH: ASTRO DIGITAL CAI OP APX
44	GA01670AA	ADD: APX E5 CONTROL HEAD
44	W22BA	ADD: STD PALM MICROPHONE APX
44	G361AH	ENH: P25 TRUNKING SOFTWARE APX
44	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870

2.2.2 APX6500 O3

QTY	NOMENCLATURE	DESCRIPTION
6	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE
6	G90AC	ADD: NO MICROPHONE NEEDED APX
6	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA
6	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING
6	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC
6	G72AD	ADD: APX O3 HANDHELD CH
6	GA00250AA	ADD: WIFI/GNSS STUBBY ANTENNA LMR240
6	GA00580AA	ADD: TDMA OPERATION
6	G66BG	ADD: DASH MOUNT O3 APXM
6	G51AU	ENH: SMARTZONE OPERATION APX6500
6	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY
6	GA09001AA	ADD: WI-FI CAPABILITY

QTY	NOMENCLATURE	DESCRIPTION
6	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX
6	G843AH	ADD: AES ENCRYPTION AND ADP
6	G444AH	ADD: APX CONTROL HEAD SOFTWARE
6	G806BL	ENH: ASTRO DIGITAL CAI OP APX
6	G361AH	ENH: P25 TRUNKING SOFTWARE APX
6	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870

2.2.3 APX6500 O5 Dash Mount

QTY	NOMENCLATURE	DESCRIPTION
18	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE
18	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING
18	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC
18	GA00250AA	ADD: WIFI/GNSS STUBBY ANTENNA LMR240
18	GA00580AA	ADD: TDMA OPERATION
18	G66BJ	ADD: DASH MOUNT E5 APXM
18	G51AU	ENH: SMARTZONE OPERATION APX6500
18	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY
18	GA09001AA	ADD: WI-FI CAPABILITY
18	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX
18	G843AH	ADD: AES ENCRYPTION AND ADP
18	G444AH	ADD: APX CONTROL HEAD SOFTWARE
18	G806BL	ENH: ASTRO DIGITAL CAI OP APX
18	GA01670AA	ADD: APX E5 CONTROL HEAD
18	W22BA	ADD: STD PALM MICROPHONE APX
18	G361AH	ENH: P25 TRUNKING SOFTWARE APX
18	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870

2.2.4 APX6500 Motorcycle

QTY	NOMENCLATURE	DESCRIPTION
20	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE
20	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA
20	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC
20	G51AU	ENH: SMARTZONE OPERATION APX6500
20	G67DY	ADD: E5 MOTORCYCLE APXM
20	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED
20	B18CS	ADD: AUXILIARY SPKR SPEC MCYCL APX
20	G138AD	ADD: APX MOTORCYCLE CH SFWR

QTY	NOMENCLATURE	DESCRIPTION
20	G843AH	ADD: AES ENCRYPTION AND ADP
20	W620AE	ADD:NO MTRCYCLE ENCL NEEDED APX
20	G444AH	ADD: APX CONTROL HEAD SOFTWARE
20	G806BL	ENH: ASTRO DIGITAL CAI OP APX
20	W22BB	ADD: STD PALM MICROPHONE APEX
20	GA01670AA	ADD: APX E5 CONTROL HEAD
20	G361AH	ENH: P25 TRUNKING SOFTWARE APX
20	G174AE	ADD: ANT 3DB LOWPRO MCYC 762-870

SECTION 3

SUBSCRIBER SERVICES

Tasks	Motorola	Chandler
Project Initiation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Schedule kickoff meeting.	X	
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Hold regular project status meetings as agreed upon; record and distribute meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Maintain responsibility for UNLV's vendors and issues outside of Motorola Solutions' control.		X
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion document	X	
Upon completion of tasks, approve project milestone completion documents.		X
Mobile Radio Programming and Installation		
Coordinate with Chandler and take responsibility for programming and testing of all mobile radios.	X	
Provide client programming hardware that meets the minimal viable specs provided by Motorola.		X
Insure customer's OTAP or WiFi network is properly configured and performing properly prior to implementation.		X
Establish working internet access for all Device Programmer and Radio Management Client computers		X
Configure Customer provided Radio Management (RM) Client and Device Programmer to access customer RM database via Internet.	X	
Provide Motorola with unique radio ID numbers and alias names for new radios.		X
Perform template and fleetmap design and creation/production of codeplugs		X

Tasks	Motorola	Chandler
Load all new radios into RM database along with customer provided radio programming file(s) to be used for programming new radios	X	
Customer IP Network design or modifications		X
Program new radios using RM to validate full functionality via wireless Wi-Fi connection and label with radio ID.	X	
Provide safe and adequate work area with reasonable accommodations (restroom / break area). Power outlets for use of charging battery powered tools and laptop computers.		X
Provide a suitable covered area with necessary electrical access to perform installs and removals on site.		X
Provide adequate number of vehicles for installations according to the project/installation schedule.		X
Inspect existing cabling to verify condition and suitability of reuse in new installations. If replacement is recommend, advise Customer and address via Change Order process.	X	
Replace antenna, cable and connector.	X	
Install supplied wifi antennas.	X	
Remove and replace 226 mobiles in existing vehicles during normal business hours in a similar manner as existing radios, as identified in the equipment list, and according to the agreed upon installation schedule. <ul style="list-style-type: none"> - 188 – remote mount (estimated four installations per day) - 18 – dash mount (estimated six installations per day) - 20 – Motorcycle (estimated two installations per day) 	X	
Perform and document functional test for of each mobile after installation.	X	

SECTION 4

DEVICE MANAGEMENT SERVICE OFFER

4.1 OVERVIEW

Managing user radio configurations can be a laborious, time intensive process that distracts Chandler's personnel from their core objectives. To provide Chandler with more efficient user radio fleet management and expert support, Motorola Solutions proposes the Advanced tier of our Device Management Services (DMS Advanced) for APX™ radios. DMS Advanced enables you to keep your APX two-way user radio fleet up-to-date and organized with minimal effort.

Motorola Solutions proposes to provide Chandler with the following DMS Advanced elements:

- A subscription license to Motorola Solutions' Radio Management (RM) programming tool. The subscription license included in this proposal is for 226 APX user radios.
 - The RM software will be hosted by Motorola Solutions and remotely accessed by Chandler through a secure Internet connection. Hosted service includes access to Motorola Solution's MyView Portal
- Technical Support for the Radio Management tool.
- Radio Management User Training

4.2 RADIO MANAGEMENT SOFTWARE LICENSING

Radio Management is a radio programming software tool that helps streamline the configuration and administration of Chandler's APX user radio fleet, and reduces programming time. Instead of programming one radio at a time, technicians will be able to use Batch Programming to program or update up to 16 radios simultaneously via an Over-The-Air-Programming (OTAP), USB, or Wi-Fi connection.

To effect changes and updates efficiently and with minimal downtime, Radio Management can leverage Over-the-Air Programming (OTAP) in conjunction with Voice Priority and Differential Write functions. The Voice Priority function ensures that personnel can continue to use their radios while receiving updates by pausing update transmission during voice calls. Once the call ends, the update process will resume from the point it paused. Differential Write reduces data usage by only transmitting new changes to a user radio's programming, allowing more radios to receive updates simultaneously.



4.2.1 Radio Management Hosting

Motorola Solutions will host Chandler's Radio Management database, configurations, and codeplug data on Motorola Solutions' secure hosted server, removing the burden of server management and improving programming efficiency. Hosting data in Motorola Solutions' server frees Chandler from managing server security, maintenance, patching, and backup. Since the data is stored in a secure, remote server, Chandler's personnel will be able to program radios from any location with internet access available.

4.2.2 MyView Portal

MyView Portal is a secure, web-based tool for consolidating and accessing service information and Chandler's inventory data. Chandler personnel will be able to use MyView Portal to track information pertaining to Motorola Solutions-provided services, such as the status of repair work, preventive maintenance, and support tickets. To help Chandler review and manage your APX user radio fleet, your personnel will be able to access key user radio information, including serial number, unit number, current configuration, and current firmware version. With a few clicks on any web enabled device, personnel will be able to retrieve status information on Chandler's APX user radio fleet and provide it to management and end-users.

4.3 RADIO MANAGEMENT TECHNICAL SUPPORT

Motorola Solutions Radio Management Technical Support will be available to assist with diagnosing and resolving any Radio Management software malfunctions. Motorola Solutions applies leading industry standards in recording, monitoring, escalating, and reporting technical support calls to provide the support needed to resolve issues quickly.

4.4 RADIO MANAGEMENT TRAINING

Motorola Solutions will supply Radio Management training courses for Chandler's personnel, providing them with an in-depth understanding of the programming tool. Detailed course information is included with Motorola Solutions' training plan.

SECTION 5

STATEMENT OF WORK FOR DEVICE MANAGEMENT SERVICES - ADVANCED

5.1 OVERVIEW

Device Management Services - Advanced (“DMS Advanced”) for APX™ subscriber radios provides Customer with use of Radio Management programming software licensed on a per-radio basis, Technical Support for the Radio Management tool, and other elements as described in the following sections.

This Statement of Work (“SOW”) is subject to the terms and conditions of the Motorola Solutions Subscription Services Agreement or other applicable agreement in effect between the parties (“Agreement”). The terms of this SOW are an integral part of an Agreement with the Customer to which this SOW is appended and is made a part thereof by this reference. In the event of a conflict between the terms and conditions of an Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the Device specifically named in the Agreement.

5.2 HOSTED RADIO MANAGEMENT

5.2.1 Scope

Motorola Solutions will host the Customer's Radio Management server database in the cloud. The Customer will be able to access radio fleet provisioning data easily, while Motorola Solutions will be responsible for maintaining the server and stored data.

Systems may be unavailable after normal business hours due to maintenance.

5.2.2 Motorola Solutions Responsibilities

- Host the Radio Management server and associated Job Processor software in a secure cloud environment.



- Keep the Radio Management server software up-to-date with all software and security patches.
- Back up the Radio Management Customer subscriber radio database and restore from backups as needed.
- Provide necessary access information, such as login information, IP addresses, and port numbers.
- Provide access to MyView Portal, as further described below.
- Provide current Radio Management Client software downloads via MyView Portal.
- Provide a link between Radio Management and MyView Portal.
- Monitor the status of the Radio Management cloud platform.
- Notify the Customer, via Remedy case notifications, of any scheduled maintenance or other planned outages, and through Remedy and MyView Portal of any unplanned outages. Routine maintenance will be performed outside of normal business hours.
- Provide Entitlement ID for subscriber radios covered by DMS Advanced.

5.2.3 Limitations and Exclusions

The following activities are outside the scope of DMS Advanced:

- Firmware updates, patching, creating required aliases, and other OTAP setup activities. It is assumed for this service that OTAP is in working order on the P25 system.
- Wi-Fi network changes or implementation, including security, bandwidth, coverage, design, and maintenance.
- To program APX subscriber radios over Wi-Fi, the Customer must have enabled Wi-Fi on them.

5.2.4 Customer Responsibilities

- Provide contact information (including email addresses) for the Radio Management administrator.
- Provide contact information (including email addresses) for the subscriber radio provisioning agency or agencies.
- Administer provisioning agency Radio Management accounts.
- Develop a USB IP plan if programming using a USB hub.
- Provide a fully functional WPA2 Wi-Fi network with Internet access for device programming. Other security methods, including WPA2-Enterprise, are not supported.
- Provide and maintain on-premises computing hardware and operating systems for Radio Management elements in accordance with the Radio Management System Planner.
- Any measures necessary to maintain the Customer's IT security policies for the on-premises Radio Management elements, including any necessary maintenance. Maintenance and security practices may also include application of Operating System patches, Antivirus support, and Configuration Management.
- Maintain the Radio Management client software and device programmer on a supported version.
- Provide, maintain, and monitor internet access to the hosted Radio Management elements for the Radio Management client computer and device programmer.

- Maintain the configuration data in the Motorola Solutions-hosted database.
- Program subscribers using Radio Management as needed.

5.2.5 MyView Portal Access

MyView Portal is an optional tool available for customers to track the status of subscriptions and service contracts, including start and end dates. MyView displays the serial number, configuration and firmware versions of all the APX devices in the Customer's fleet. This portal includes order, RMA, and tech support ticket status, as well as a consolidated download site for software and documentation.

5.2.5.1 Motorola Solutions Responsibilities

- Provide a web accessible, secure portal to view the Customer's data.
- Provide technical support to answer end user questions between the hours of 7am to 7pm CST Monday through Friday, excluding US holidays. In addition, the Customer may send email to portal.support@motorolasolutions.com to address any portal specific questions or concerns.
- Keep the site updated with the latest Customer information.
- Establish and maintain connectivity between Radio Management and MyView Portal.
- Motorola Solutions Customer Support Manager ("CSM") will assist the Customer in establishing a MyView Portal account.

5.2.5.2 Customer Responsibilities

- Create a MyView Portal account if the Customer does not have an existing account.
- During the DMS Advanced onboarding process, provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Protect login information against unauthorized use.
- Work with Motorola Solution CSM to update information as needed.

5.3 RADIO MANAGEMENT TECHNICAL SUPPORT

5.3.1 Scope

Motorola Solutions' Radio Management Technical Support service provides telephone consultation for issues pertaining to Radio Management software malfunctions. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

The Customer may contact the CMSO Call Management Center (800-MSI-HELP) at any time (24 hours a day / 7 days a week / 365 days per year) and a Motorola Solutions representative will log a technical request in the Case Management System on the Customer's behalf. In addition, the Customer may send email to portal.support@motorolasolutions.com to address any portal specific questions or concerns.

Motorola Solutions will then respond to the Customer case within two hours of case creation, during support hours. Support hours are 7am to 7pm CST, Monday through Friday, excluding US holidays.

5.3.2 Motorola Solutions Responsibilities

- Provide technical support for Radio Management software malfunctions.
- Provide technical support for the Radio Management Device Programmer software used to program via USB cable, Over-the-Air Programming (“OTAP”), or Wi-Fi.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer Case per the defined timeframes.

5.3.3 Limitations and Exclusions

- Requests for assistance in the use of the Radio Management software tool are outside the scope of Radio Management Technical Support.
- Assistance with programming subscriber radios.

5.3.4 Customer Responsibilities

- Provide a list of the Customer’s Problem Management contacts
- Coordinate with Motorola Solutions to define Problem Management Policies
- Provide Motorola Solutions with additional information when required.

5.4 RADIO MANAGEMENT TRAINING

Radio Management Training provides detailed instruction for radio technicians on how to use the Radio Management programming tool, how to manage a fleet of devices, and how to administer access to Radio Management through MyView portal, if applicable. Upon completing the training, participants will be able to provision and program their APX radio fleet.

Training includes 2.5 days of instruction at a Motorola Solutions facility for two participants.

5.4.1 Motorola Solutions Responsibilities

- Provide access to the training class.
- Provide training material for class.
- Provide an instructor to lead the training workshop.

5.4.2 Customer Responsibilities

- Coordinate travel and pay for all related travel expenses for students to travel to a Motorola Solutions facility if receiving training at a Motorola Solutions facility.

SECTION 6

DMS OTAP & WIFI SUPPORT

Note: Proposed scope for Chandler assumes that customer's APX subscribers will be updated on a private WiFi network or by using USB programming cable. OTAP, OTA Software and Alias Updates are dependent on the System release, RF channel capacity and other components on the ASTRO System that Chandler is using. These methods of programming/upgrading are not identified as design criteria for this proposal.

Motorola's focus during DMS deployment is to execute proper installation of the Radio Management programming tool instance and ensure programming success via USB tethered method. In cases where customers elect to use their WiFi or OTAP systems for delivery of codeplugs, responsibility for performance of those systems will not transfer to Motorola. However, Motorola will make reasonable efforts to assist customer for a successful end-to-end experience. Please see specific details by DMS package below.

DMS-Advanced: Radio programming via OTAP/WiFi is supported to the extent the Radio Management tool supports it. This deployment includes the setup of a local device programmer the customer can connect to their OTAP server (or WiFi AP) to provide wireless programming. We assume a customer's OTAP or WiFi network is already performing properly so we do not perform end-to-end testing during DMS-Advanced deployment.

6.1 MOTOROLA SOLUTIONS ROLES & RESPONSIBILITIES: OTAP & WIFI

- If the customer would like to use their WiFi (or OTAP) network to distribute codeplugs, Motorola will assist the customer to set up a Device Programmer that's connected to the customer's WiFi AP (or OTAP Server). However, Motorola will not assume responsibility for customer's WiFi/OTAP nor end-to-end programming performance.

6.2 CUSTOMER ROLES & RESPONSIBILITIES: OTAP & WIFI

- Make technicians available for the RM install.
- Provide RM hardware for install, where applicable.
- Ensure the WiFi (or OTAP server) network is operational and ready to perform codeplug transport prior to RM install. If not, immediate corrective action must be taken.
- After the RM system is installed, customer will identify the WiFi AP (or OTAP server) to connect to and test delivery of a codeplug to a radio.
- Continue to maintain successful performance of their OTAP or WiFi system

- TROUBLESHOOTING: MSI can provide telephone support for problems with the RM system and customer is responsible for performance of their WiFi system (or OTAP Server instance).

6.3 MOTOROLA SOLUTIONS LIMITATIONS: OTAP & WIFI

- MSI is not liable if the DMS service fails or loses functionality due to customer changes to the CEN or WIFI-OTAP network Configuration
- WiFi Set up is not part of the DMS Offer and must be quoted separately if desired.



SECTION 7

TRAINING

7.1 PROPOSED TRAINING FOR THE CITY OF CHANDLER

In order to achieve the training goals identified by the City of Chandler, we propose the following courses.

It is necessary that participants bring their laptop computers for all system administrator and technician classes. Materials will be delivered electronically via USB drives.

7.1.1 Radio Management & APX CPS – Motorola Facility

Course Title	Target Audience	Sessions	Duration	Location	Date	Participants
APX Radio Management Workshop Course #: RDS2017 (Instructor-led)	Radio Programmers	1	2.5 days	Motorola Facility	Prior to programming radios	Per person

Note: Customer is responsible for scheduling and all travel expenses for students attending training.

7.1.2 Course Descriptions for the City of Chandler

Course description for the City of Chandler is included on the following page.

7.1.2.1 APX Radio Management Workshop

RDS2017

Course Synopsis and Objectives:	<p>Participants will learn the capabilities, features, and functions of the APX Radio Management Suite. This course will cover an APX CPS overview, APX Radio Management Overview, Basic Networking Primer, ASTRO25/CEN Networking and UNS Overview, and APX Radio Management Installation, Configuration, and Operations. In addition, the course will contain labs that will focus on installation, configuration, and operation using both wired and POP25 updates to APX Subscriber radios in both a LAN and WAN environment.</p> <p>After completing this course, the student will be able to:</p> <ul style="list-style-type: none"> ▪ Describe the APX Radio Management Suite operations and required software and hardware components ▪ Describe all deployment options for APX Radio Management Suite ▪ Configure a basic APX Radio Management system using a single PC, multiple PCs on a LAN, and multiple PCs on a WAN. ▪ Troubleshoot common APX Radio Management installation, configuration, and operation issues ▪ Use Best Practices to implement and optimize Radio Management Performance
Delivery Method:	ILT = Instructor Led Training
Duration:	2.5 days
Participants:	Radio Technicians, System Managers, Radio Programmers
Class Size:	Up to 12
Prerequisite:	<p>Completion of the following courses or equivalent experience in radio communications:</p> <p>APX CPS Programming and Template Building (APX7001V)</p>
Curriculum:	<p>Module 1: Introduction to APX Radio Management and CPS Overview</p> <p>Module 2: Networking UNS</p> <p>Module 3: APX Radio Management Basics</p> <p>Module 4: Radio Management Configuration</p> <p>Module 5: Provisioning Operation</p> <p>Module 6: Troubleshooting</p> <p>Module 7: Best Practices</p>

SECTION 8

PRICING SUMMARY

Description	Price
Phase I (Delivered on or before June 11th, 2021)	
Subscriber Radio Total	\$1,131,869.10
AZ Contract Discount	(\$293,124.42)
Sales Tax (7.8%)	\$65,422.09
Phase I SubTotal	\$904,166.77
Description	Extended Price
Phase II (Delivered after July 6th, 2021)	
Subscriber Radio Total	\$689,625.60
AZ Contract Discount	(\$178,240.50)
Sales Tax (7.8%)	\$39,888.04
Subscriber Services	\$156,368.73
Device Management Training (2 seats)**	\$3,000.00
Device Management Advanced Subscription (226 radios - 1 Year)**	\$7,232.00
Phase II SubTotal	\$707,641.87
Combined Total	\$1,611,808.64

Description	Price
DMS Advanced Subscription – (226 radios, Year 2-5)	
Year 2**	\$7,232.00
Year 3**	\$7,232.00
Year 4**	\$7,232.00
Year 5**	\$7,232.00
Year 2-5 Total**	\$0.00

**** Incentive discount for purchase of Phase I and Phase II subscriber radios on or before December 18, 2020.**

8.1 PAYMENT TERMS

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda.

Subscriber Services and Training (excluding Subscribers)

1. 50% of the Contract Price due upon contract execution (due upon effective date);
2. 50% of the Contract Price due upon Final Acceptance.

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan.

SECTION 9

CONTRACTUAL DOCUMENTATION

This proposal is subject to the terms and conditions of Arizona State Contract # CTR046830 and the enclosed Subscription Services Agreement and payment milestones.



SUBSCRIPTION SERVICES AGREEMENT

Motorola Solutions, Inc. ("Motorola") and City of Chandler Police Department ("Customer") enter into this Subscription Services Agreement ("Agreement") pursuant to which Customer will purchase and Motorola will sell a subscription to access the subscription services described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties."

The terms of the Agreement, including addendums, exhibits, and attachments combined with the terms of any applicable Incorporated Documents will govern the products and services offered pursuant to this Agreement. To the extent there is a conflict between the terms and conditions of the Agreement and the terms and conditions of the applicable Incorporated Documents, the Incorporated Documents take precedence.

1. DEFINITIONS

Capitalized terms used in this Agreement have the meanings set forth below. Any reference to the purchase or sale of software or other Intellectual Property shall mean the sale or purchase of a license or sublicense to use such software or Intellectual Property in accordance with this Agreement.

"Administrator" means Customer's designated system administrator who receives administrative logins for the Subscription Services and issues access rights to Customer's Users.

"Anonymized" means having been stripped of any personal or correlating information revealing original source or uniquely identifying a person or entity.

"Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

"Customer Data" means Native Data provided by Customer to Motorola hereunder to be processed and used in connection with the Subscription Services. Customer Data does not include data provided by third parties and passed on to Motorola.

"Deliverables" means all written information (such as reports, analytics, Solution Data, specifications, designs, plans, drawings, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer pursuant to the applicable Statement of Work. The Deliverables, if any, are more fully described in the Statement of Work.

"Documentation" means the technical materials provided by Motorola to Customer in hard copy or electronic form describing the use and operation of the Solution and Software, including any technical manuals, but excluding any sales, advertising or marketing materials or proposals.

"Effective Date" means the date of the last signature on this Agreement, unless access to the Subscription Service occurs later, in which case, the Effective Date will be the date when Customer first has access to the Subscription Services.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer, in

connection with or relating to the Solution and Subscription Services.

“Force Majeure” which means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Licensed Product” means 1) Software, whether hosted or installed at Customer's site, 2) Documentation; 3) associated user interfaces; 4) help resources; and 5) any related technology or other services made available by the Solution.

“Native Data” means data that is created solely by Customer or its agents.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, moral rights, processes, methodologies, tools, techniques, and other intellectual property rights.

“Software” means the Motorola owned or licensed off the shelf software programs delivered as part of the Licensed Products used to provide the Subscription Services, including all bug fixes, updates and upgrades.

“Solution” means collectively, the Software, servers and any other hardware or equipment operated by Motorola and used in conjunction with the Subscription Services.

“Solution Data” means Customer Data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content that is made available to Customer with the Solution and Subscription Services.

“Statement of Work” If included, the Statement of Work (“SOW”) describes the Subscription Services, Deliverables (if any), Licensed Products and Solution that Motorola will provide to Customer under this Agreement, and the other work-related responsibilities that the parties owe to each other. The Statement of Work may contain a performance schedule.

“Subscription Services” means those subscription services to be provided by Motorola to Customer under this Agreement, the nature and scope of which are more fully described in the Documentation, proposal, SOW, or other Solution materials provided by Motorola, as applicable.

“Users” means Customer's authorized employees or other individuals authorized to utilize the Subscription Services on behalf of Customer and who will be provided access to the Subscription Services by virtue of a password or equivalent security mechanism implemented by Customer.

2. SCOPE

2.1 Subscription Services. Motorola will provide to Customer the Subscription Services and Deliverables (if any). As part of the Subscription Services, Motorola will allow Customer to use the Solution described in the Statement of Work, Documentation, proposal, or other Solution materials provided by Motorola (“Incorporated Document(s)”), as applicable. Some Subscription Services will also be subject to additional terms unique to that specific Subscription Service. Such additional terms will be set forth in an Addendum. In the event of a conflict between an Addendum and the body of the Agreement, the Addendum will govern resolution of the conflict. Motorola and Customer will perform their respective responsibilities as described in this Agreement and any applicable Incorporated Documents.

2.2 **Changes.** Customer may request changes to the Services. If Motorola agrees to a requested change, the change must be confirmed in writing and signed by authorized representatives of both parties. A reasonable price adjustment will be made if any change affects the time of performance or the cost to perform the Services.

2.3 **Non-solicitation.** During the term of this Agreement and for twelve (12) months thereafter, Customer will not actively solicit the employment of any Motorola personnel who is involved directly with providing any of the Services.

3. TERM

3.1 **Term.** Unless a different Term is set forth in an applicable Addendum or the Incorporated Documents, the Term of this Agreement begins on the Effective Date and continues for twelve (12) months. The Agreement automatically renews annually on the anniversary of the Effective Date, unless either Party notifies the other of its intention to not renew the Agreement (in whole or part) at least thirty (30) days before the anniversary date or until termination by either Party in accordance with the Termination section of this Agreement.

3.2 **Minimum Initial Term.** For certain Subscription Services, a minimum initial term greater than one year may be required ("Minimum Initial Term"). Following the Minimum Initial Term, this Agreement will automatically renew upon each anniversary of the Effective Date for a successive renewal term of the same duration as the Minimum Initial Term, unless either Party: 1) notifies the other of its intention to not renew the Agreement (in whole or part) at least thirty (30) days before the anniversary date; 2) requests an alternate term; or 3) terminates in accordance with the termination provision in the Agreement, including non-payment of fees for the renewal period by the anniversary date.

3.3 **Renewals.** The terms and conditions of the Agreement and will govern any renewal periods.

4. **CUSTOMER OBLIGATIONS.** Customer will fulfill all of its obligations in this Agreement, including applicable addendums and Incorporated Documents in a timely and accurate manner. Failure to do so may prevent Motorola from performing its responsibilities.

4.1 **Access.** To enable Motorola to perform the Subscription Services, Customer will provide to Motorola reasonable access to relevant Customer information, personnel, systems, and office space when Motorola's employees are working on Customer's premises, and other general assistance. Further, if any equipment is installed or stored at Customer's location in order to provide the Subscription Services, Customer will provide, at no charge, a non-hazardous environment with adequate shelter, heat, light, power, security, and full and free access to the equipment.

4.2 **Customer Information.** If the Documentation, Statement of Work, proposal, or other related documents contain assumptions that affect the Subscription Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Subscription Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management and third party approvals or consents that are reasonably necessary for Motorola to perform the Subscription Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.3 **Risk of Loss.** If any portion of the Solution resides on Customer premises or is under Customer's control in any way, Customer shall at all times exercise reasonable care in using and maintaining the Solution in accordance with Motorola's instructions for proper use and care. Risk of loss to any equipment in Customer's possession will reside with Customer until removed by Motorola or its agent or returned by

Customer. Customer will be responsible for replacement costs of lost or damaged equipment, normal wear and tear excluded.

4.4 Equipment Title. Unless Customer is purchasing equipment pursuant to the terms in the Addendum entitled "Equipment Purchase" and unless stated differently in this Agreement or in the Incorporated Documents, title to any equipment provided to Customer in connection with the Subscription Services remains vested in Motorola at all times. Any sale of equipment pursuant to this Agreement will be governed by the terms and conditions set forth in the Equipment Purchase Addendum.

4.5 Enable Users. Customer will properly enable its Users to use the Subscription Services, including providing instructions for use, labeling, required notices, and accommodation pursuant to applicable laws, rules, and regulations. Unless otherwise agreed in the Incorporated Documents, Customer will train its Users on proper operation of the Solution and Licensed Products. Customer agrees to require Users to acknowledge and accept the limitations and conditions of use of the Licensed Products in this Agreement prior to allowing Users to access or use Subscription Services.

4.6 Non-preclusion. If, as a result of the Subscription Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a competitive opportunity or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

5. Subscription Fees.

5.1 Recurring Fees. Unless stated differently in an applicable addendum, Incorporated Documents or otherwise arranged in writing with Motorola, Services will be provided in exchange for annual pre-paid Subscription Fees. Motorola will submit an invoice for the first year of subscription fees on the Effective Date. On each anniversary of the Effective Date, Motorola will issue an invoice for the annual subscription fees for the following year.

5.1.1 No Purchase Order Requirement. For a Subscription Services Term exceeding one year, Customer affirms that a purchase order or notice to proceed is not required for Motorola to proceed with the entire scope of work described in the Incorporated Documents for subsequent years, including but not limited to multi-year subscription agreements.

5.2 Start Up Fees. Start up fees apply to certain Subscription Services. If the Subscription Service includes start up fees, Motorola will submit an invoice for the start up fees on the Effective Date.

5.3 Fee Change. Motorola reserves the right to change the subscription fees at the end of each Subscription Services Term. Except for any payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Motorola reserves the right to terminate Service for non-payment of fees.

5.4 No Price Guarantee. Notwithstanding any language to the contrary, the pricing and fees associated with this Agreement will not be subject to any most favored pricing commitment or other similar low price guarantees.

5.5 Taxes. The Subscription Fees and start up fees do not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer, except as exempt by law. If Motorola is required to pay any of those taxes, it will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Motorola will be solely responsible for reporting taxes on its income or net worth.

6. ACCEPTANCE; SCHEDULE; FORCE MAJEURE

6.1 **Acceptance.** The Licensed Products will be deemed accepted upon the delivery of usernames and passwords or other validation mechanism to Customer. If usernames and passwords have been issued to Customer prior to the Effective Date, the Licensed Products will be deemed accepted on the Effective Date.

6.2 **Schedule.** All Subscription Services will be performed in accordance with the performance schedule included in the Statement of Work, or if there is no performance schedule, within a commercially reasonable time period.

6.3 **Force Majeure.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. Each Party will notify the other in writing if it becomes aware of any Force Majeure that will significantly delay performance. The notifying Party will give the notice promptly (but in no event later than fifteen (15) days) after it discovers the Force Majeure.

7. LIMITED LICENSE

7.1 **Licensed Products.** Use of the Licensed Products by Customer and its Users is strictly limited to use in connection with the Solution or Subscription Services during the Term. Customer and Users will refrain from, and will require others to refrain from, doing any of the following with regard to the Software in the Solution: (i) directly or indirectly, by electronic or other means, copy, modify, or translate the Software; (ii) directly or indirectly, by electronic or other means, reproduce, reverse engineer, distribute, sell, publish, commercially exploit, rent, lease, sublicense, assign or otherwise transfer or make available the Licensed Products or any part thereof to any third party, or otherwise disseminate the Licensed Product in any manner; (iii) directly or indirectly, by electronic or other means, modify, decompile, or disassemble the Software or part thereof, or attempt to derive source code from the Software; or (iv) remove any proprietary notices, labels, or marks on the Software or any part of the Licensed Products. Motorola Solutions reserves all rights to the Software and other Licensed Products not expressly granted herein, including without limitation, all right, title and interest in any improvements or derivatives conceived of or made by Motorola that are based, either in whole or in part, on knowledge gained from Customer Data. Customer agrees to abide by the copyright laws of the United States and all other relevant jurisdictions, including without limitation, the copyright laws where Customer uses the Solution. Customer agrees to immediately cease using the Solution if it fails to comply with this paragraph or any other part of this Agreement. If Software is subject to a click wrap, end user license agreement or is otherwise packaged with or subject to a separate end user license, such license will apply to the use of Software and Licensed Product.

7.2 **Proprietary Rights.** Regardless of any contrary provision in the Agreement, Motorola or its third party providers own and retain all of their respective Proprietary Rights in the Software, Solution, and Licensed Product. Nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing Services to Customer remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. No custom development work is to be performed under this Agreement.

8. DATA AND FEEDBACK

8.1 **Solution Data.** To the extent permitted by law, Motorola, its vendors and licensors are the exclusive owners of all right, title, and interest, in and to the Solution Data, including all intellectual property rights therein. Motorola grants Customer a personal, royalty-free, non-exclusive license to: (i) access, view, use, copy, and store the Solution Data for its internal business purposes and, (ii) when specifically permitted by the applicable Statement of Work, publish Solution Data on its websites for viewing by the public.

8.2 **Customer Data.** To the extent permitted by law, Customer retains ownership of Customer Data. Customer grants Motorola and its subcontractors a personal, royalty-free, non-exclusive license to use, host, cache, store, reproduce, copy, modify combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data for the purpose of providing the Subscription Services to Customer, other Motorola Customers and end users, including without limitation, the right to use Customer Data for the purpose of developing new or enhanced solutions. In addition to the rights listed above, Customer grants Motorola a license to sell an Anonymized version of Customer Data for any purpose.

8.3 **Feedback.** Any Feedback given by Customer is entirely voluntary and, even if designated as confidential, will create no confidentiality obligation for Motorola. Motorola is free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvement to the Licensed Product or Subscription Service conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Licensed Product or Subscription Service will vest solely in Motorola.

9 WARRANTY

9.1 **"AS IS".** THE SOLUTION AND SUBSCRIPTION SERVICES ARE PROVIDED "AS IS". MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "Recommendations"). Motorola makes no warranties concerning those Recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the Recommendations and the results to be realized from implementing them.

9.2 **Availability and Accuracy.** Customer acknowledges that functionality of the Solution as well as availability and accuracy of Solution Data is dependent on many elements beyond Motorola's control, including databases managed by Customer or third parties and Customer's existing equipment, software, and Customer Data. Therefore, Motorola does not guarantee availability or accuracy of data, or any minimum level of coverage or connectivity. Interruption or interference with the Subscription Services or Solution may periodically occur. Customer agrees not to represent to any third party that Motorola has provided such guarantee.

9.3 **Equipment Sale.** Warranty for any equipment sold pursuant to this Agreement will be set forth in Equipment Purchase Addendum.

10. DISCLAIMERS

10.1 **Existing Equipment and Software.** If Customer's existing equipment and software is critical to operation and use of the Subscription Services, Customer is solely responsible for supporting and maintaining Customer's existing equipment and software. Connection to or interface with Customer's existing equipment and software may be required to receive Subscription Services. Any failures or deficiencies of Customer's existing equipment and software may impact the functionality of the Solution and the Subscription Services to be delivered. Any vulnerabilities or inefficiencies in Customer's system may also impact the Solution and associated Subscription Services.

10.2 **Privacy.** Customer bears sole responsibility for compliance with any laws and regulations regarding tracking; location based services; gathering, storing, processing, transmitting, using or misusing; or otherwise handling personally identifiable information ("PII"), including information about Users of the Solution or citizens in the general public. Further, it is Customer's sole responsibility to comply with any laws or regulations prescribing the measures to be taken in the event of breach of privacy or accidental disclosure of any PII. Enacting and enforcing any internal privacy policies for the

protection of PII, including individual disclosure and consent mechanisms, limitations on use of the information, and commitments with respect to the storage, use, deletion and processing of PII in a manner that complies with applicable laws and regulations will be Customer's sole responsibility. Motorola will not evaluate the sufficiency of such policies and disclaims any responsibility or liability for privacy practices implemented by Customer, or lack thereof. Customer acknowledges and agrees that Subscription Services and the Solution are not designed to ensure individual privacy. Customer will inform Users that the Solution may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Agreement, Customer will provide the appropriate privacy notification. Neither Motorola nor Customer can provide any assurance of individual privacy in connection with the Solution. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit.

10.3 Social Media. If Customer purchases Subscription Services that utilize social media, Customer acknowledges and agrees that such Subscription Services are not designed to ensure individual privacy. In such case, Customer will inform Users that the Solution and Subscription Services may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Agreement, Customer will provide the appropriate privacy notification. Neither Motorola nor Customer can provide any assurance of individual privacy in connection with the Solution or Subscription Services utilizing social media. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit.

10.4 Misuse. Motorola reserves the right to discontinue service at any time without notice to Users that misuse the Service, jeopardize the Licensed Product or public safety in any way.

11. LIMITATION OF LIABILITY

11.1 Liability Limit. Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Subscription Services provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF THE SUBSCRIPTION SERVICES BY MOTOROLA.** This limitation of liability provision survives the expiration or termination of this Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

11.2 Additional Disclaimers. MOTOROLA DISCLAIMS ANY AND ALL LIABILITY FOR ANY AND ALL LOSS OR COSTS OF ANY KIND ASSOCIATED WITH 1) THE INTERRUPTION, INTERFERENCE OR FAILURE OF CONNECTIVITY, VULNERABILITIES OR SECURITY EVENTS, WHETHER OR NOT THEY ARE DISCOVERED BY MOTOROLA; 2) PERFORMANCE OF CUSTOMER'S EXISTING EQUIPMENT AND SOFTWARE OR ACCURACY OF CUSTOMER DATA; 3) IF ANY PORTION OF THE

SOLUTION OR LICENSED PRODUCT RESIDES ON CUSTOMER'S PREMISES, DISRUPTIONS OF AND/OR DAMAGE TO CUSTOMER'S OR A THIRD PARTY'S INFORMATION SYSTEMS, EQUIPMENT, AND THE INFORMATION AND DATA, INCLUDING, BUT NOT LIMITED TO, DENIAL OF ACCESS TO A LEGITIMATE SYSTEM USER, AUTOMATIC SHUTDOWN OF INFORMATION SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE, OR FAILURE OF THE INFORMATION SYSTEM RESULTING FROM THE PROVISION OR DELIVERY OF THE SERVICE; 4) AVAILABILITY OR ACCURACY OF SOLUTION DATA; 5) INTERPRETATION, USE OR MISUSE IN ANY WAY OF SOLUTION DATA; 6) IMPLEMENTATION OF RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SUBSCRIPTION SERVICES; 7) TRACKING, AND LOCATION BASED SERVICES, BREACH OF PRIVACY, AND THE USE OR MISUSE OF PERSONALLY IDENTIFIABLE INFORMATION.

11.3 **Essential term.** The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

12 DEFAULT AND TERMINATION

12.1 **Default By a Party.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written, detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2 **Failure To Cure.** If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of a termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and procures the Services through a third party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to procure the Services (but not additional or out of scope services) less the unpaid portion of the Contract Price. Customer agrees to mitigate damages and provide Motorola with detailed invoices substantiating the charges.

12.3 **No Refund.** If a subscription is terminated for any reason prior to the end of the Subscription Services Term or other subscription period set forth in the Incorporated Documents or otherwise agreed to in writing by the Parties, no refund or credit will be provided.

12.4 **Cancellation Fee.** If an Initial Minimum Term applies and Customer terminates prior to the end of the Initial Minimum Term, Customer will be required to pay a cancellation fee of up to fifty percent (50%) of the remaining balance of subscription fees for the Initial Minimum Term.

12.5 **Return of Discount.** If Customer is afforded a discount in exchange for a term commitment longer than one year, early termination will result in an early termination fee, representing a return of the discount off of list price.

12.6 **Return Confidential Information.** Upon termination or expiration of the Agreement, Customer will return or certify the destruction of all Confidential Information and Solution Data.

12.7 **Connection Terminated.** Certain Subscription Services require a connection to Customer

systems to access Customer Data (e.g. predictive or analytic services). Upon termination, connection to relevant data sources will be disconnected and Motorola will no longer extract any Customer Data.

12.8 Equipment Return. Any equipment provided by Motorola for use with the Subscription Services, must be returned within thirty (30) days of the date of termination, at Customer's expense. If equipment is not returned within this time frame, Motorola reserves the right to invoice the Customer for the purchase price of the unreturned equipment.

12.9 Five Year Term. Motorola provides equipment for use in connection with certain Subscription Services. Upon expiration and non-renewal of a five (5) year subscription Term, Title to the equipment will automatically transfer to Customer upon the subscription expiration date.

13. DISPUTES

13.1 Settlement. The parties will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by the parties within thirty (30) days after notice by one of the parties demanding non-binding mediation. The parties will not unreasonably withhold consent to the selection of a mediator, will share the cost of the mediation equally, may agree to postpone mediation until they have completed some specified but limited discovery about the dispute, and may replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

13.2 Litigation. A Party may submit to a court of competent jurisdiction any claim relating to intellectual property, breach of confidentiality, or any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation. Each Party consents to jurisdiction over it by that court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either Party. Either Party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if good faith efforts to resolve the dispute under these procedures have been unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the Party.

14. SECURITY.

14.1 Industry Standard. Motorola will maintain industry standard security measures to protect the Solution from intrusion, breach, or corruption. During the term of Agreement, if the Solution enables access to Criminal Justice Information ("CJI"), as defined by the Criminal Justice Information Services Security Policy ("CJIS"), Motorola will provide and comply with a CJIS Security Addendum. Any additional Security measure desired by Customer may be available for an additional fee.

14.2 Background checks. Motorola will require its personnel that access CJI to submit to a background check based on submission of FBI fingerprint cards.

14.3 Customer Security Measures. Customer is independently responsible for establishing and maintaining its own policies and procedures and for ensuring compliance with CJIS and other security requirements that are outside the scope of the Subscription Services provided. Customer must establish and ensure compliance with access control policies and procedures, including password security measures. Further, Customer must maintain industry standard security and protective data privacy measures. Motorola disclaims any responsibility or liability whatsoever for the security or preservation of Customer Data or Solution Data once accessed or viewed by Customer or its representatives. Motorola

further disclaims any responsibility or liability whatsoever that relates to or arise from Customer's failure to maintain industry standard security and data privacy measures and controls, including but not limited to lost or stolen passwords. Motorola reserves the right to terminate the Service if Customer's failure to maintain or comply with industry standard security and control measures negatively impacts the Service, Solution, or Motorola's own security measures.

14.4 Breach Response Plan. Both parties will maintain and follow a breach response plan consistent with the standards of their respective industries.

15. CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS

15.1. CONFIDENTIAL INFORMATION.

15.1.1. Treatment of Confidential Information. During the term of this Agreement, the parties may provide each other with Confidential Information. Licensed Products, and all Deliverables will be deemed to be Motorola's Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but those precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement or pursuant to the license granted immediately below.

15.1.2. Ownership of Confidential Information. The disclosing Party owns and retains all of its Proprietary Rights in and to its Confidential Information, except the disclosing Party hereby grants to the receiving Party the limited right and license, on a non-exclusive, irrevocable, and royalty-free basis, to use the Confidential Information for any lawful, internal business purpose in the manner and to the extent permitted by this Agreement.

15.2. PRESERVATION OF PROPRIETARY RIGHTS.

15.2.1 Proprietary Solution. Customer acknowledges that the Licensed Products and any associated Documentation, data, and methodologies used in providing Services are proprietary to Motorola or its third party licensors and contain valuable trade secrets. In accordance with this Agreement, Customer and its employees shall treat the Solution and all Proprietary Rights as Confidential Information and will maintain the strictest confidence.

15.2.2. Ownership. Each Party owns and retains all of its Proprietary Rights that exist on the Effective Date. Motorola owns and retains all Proprietary Rights that are developed, originated, or prepared in connection with providing the Deliverables or Services to Customer, and this Agreement does not grant to Customer any shared development rights. At Motorola's request and expense, Customer will execute all papers and provide reasonable assistance to Motorola to enable Motorola to establish the Proprietary Rights. Unless otherwise explicitly stated herein, this Agreement does not restrict a Party concerning its own Proprietary Rights and is not a grant (either directly or by implication, estoppel, or otherwise) of a Party's Proprietary Rights to the other Party.

15.3 Remedies. Because Licensed Products contain valuable trade secrets and proprietary

information of Motorola, its vendors and licensors, Customer acknowledges and agrees that any actual or threatened breach of this Section will constitute immediate, irreparable harm to Motorola for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. Notwithstanding anything in this Agreement to the contrary, Motorola reserves the right to obtain injunctive relief and any other appropriate remedies from any court of competent jurisdiction in connection with any actual, alleged, or suspected breach of Section 3, infringement, misappropriation or violation of Motorola's Property Rights, or the unauthorized use of Motorola's Confidential Information. Any such action or proceeding may be brought in any court of competent jurisdiction. Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative.

16. GENERAL

16.1 Future Regulatory Requirements. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Subscription Services and use of the Solution may change. Changes to existing Subscription Services or Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the Fees for services.

16.2 Compliance with Applicable Laws. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement. Further, Customer will comply with all applicable export and import control laws and regulations in its use of the Licensed Products and Subscription Services. In particular, Customer will not export or re-export the Licensed Products without Motorola's prior written consent, and, if such consent is granted, without Customer first obtaining all required United States and foreign government licenses. Customer further agrees to comply with all applicable laws and regulations in providing the Customer Data to Motorola, and Customer warrants and represents to Motorola that Customer has all rights necessary to provide such Customer Data to Motorola for the uses as contemplated hereunder. Customer shall obtain at its expense all necessary licenses, permits and regulatory approvals required by any and all governmental authorities as may from time to time be required in connection with its activities related to this Agreement. To the extent permitted by applicable law, Customer will defend, indemnify, and hold harmless Motorola from and against any violation of such laws or regulations by Customer or any of its agents, officers, directors, or employees.

16.3 Audit. Motorola reserves the right to monitor and audit use of the Subscription Services. Customer will cooperate and will require Users to cooperate with such monitoring or audit.

16.4 Assignability. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.5 Subcontracting. Motorola may subcontract any portion of the Subscription Services without prior notice or consent of Customer.

16.6 Waiver. Failure or delay by either Party to exercise a right or power will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the

waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.7 Severability. If a court of competent jurisdiction renders any part of this Agreement invalid or otherwise unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.8 Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.9 Headings. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.10 Governing Law. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State of Illinois.

16.11 Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

16.12 Authority To Execute Agreement. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.13 Return of Equipment. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer, if any.

16.14. Survival Of Terms. The following provisions survives the expiration or termination of this Agreement for any reason: if any payment obligations exist, Section 5 (Subscription Fees); Section 11 (Limitation of Liability); Section 12 (Default and Termination); Section 13 (Disputes); Section 15 (Confidential Information and Proprietary Rights); and all General provisions in Section 16.

16.15. ENTIRE AGREEMENT. This Agreement and any Incorporated Documents or related attachments constitute the entire agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

In witness whereof, the parties hereto have executed this Agreement as of the Effective Date.

CUSTOMER

MOTOROLA SOLUTIONS, INC.

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

BILL TO ADDRESS:

Name: _____

Address: _____

Address: _____

Phone #: _____

Email: _____

Note: Invoices will be emailed to this address.

SHIP TO ADDRESS:

Name: _____

Address: _____

Address: _____

Phone #: _____

FINAL DESTINATION:

Name: _____

Address: _____

Address: _____

Phone #: _____